



**STATE OF WASHINGTON  
Department of Ecology  
Lacey, Washington**

**REQUEST FOR QUALIFICATIONS AND QUOTATIONS  
RFQQ No. AQ ECY 0703**

**“Quantification of Emission Changes that Result  
from Diesel Engine Maintenance and Repairs”**

**EXPECTED TIME PERIOD OF CONTRACT:**

October 18, 2006 to June 30, 2007, the Department of Ecology reserves the right to extend the contract for up to five (5) additional one-year periods and to terminate the contract in accordance with general terms and conditions termination clauses.

**BIDDER ELIGIBILITY:**

The bidding is open to all persons who are licensed to do business in Washington state; are licensed to provide diesel engine diagnostics, maintenance and repairs and have at least one year experience in the provision of such services; can provide the equipment necessary to conduct the required emission tests; and have the ability in the eight month period of the contract to provide approximately 250 to 300 diesel vehicles in need of standard maintenance and repairs on which the emission testing required in this project / study can be conducted.

ALL BIDDERS MUST CERTIFY THEY ARE NOT SUSPENDED, DEBARRED OR OTHERWISE EXCLUDED FROM CONTRACTING WITH THE FEDERAL GOVERNMENT, OR FROM RECEIVING CONTRACTS PAID FOR WITH FEDERAL FUNDS.

**MANDATORY ATTENDANCE PRE-BID CONFERENCE:**

A mandatory attendance pre-bid conference to address contractual requirements will be held at the time and location indicated below. Prospective BIDDERS are required to attend. If changes are needed as a result of the conference, written bid amendments will be issued. Written RFQQ amendments will be posted at [www.ecy.wa.gov](http://www.ecy.wa.gov) “Contracting Opportunities”.

The mandatory pre-bid conference will be held on September 7, 2006, from 10:00 AM to 12:00 PM, Lacey Washington time, at Ecology’s Headquarters building, 300 Desmond Drive. Lacey, Washington, Room R2B-09 (Ash Room).

**BID DUE DATE:**

No Later Than: September 22, 2006, 2:00 P.M., local time in Lacey, Washington

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## **I. BACKGROUND INFORMATION and PURPOSE**

The Washington State Department of Ecology (AGENCY) is initiating this Request for Qualifications and Quotations (RFQQ) to solicit proposals from firms interested in participating in a project / study to quantify changes in emissions that result from diesel engine maintenance and repairs. The RFQQ will result in one contract award.

The successful licensed diesel vehicle and equipment repair shop selected through this competitive RFQQ process will conduct emission tests on approximately 250 to 300 vehicles. The emission tests will consist of tailpipe exhaust tests for hydrocarbon (HC), nitrogen monoxide (NO), nitrogen dioxide (NO<sub>2</sub>), particulate matter (PM) and opacity, and crankcase blow-by on vehicles and equipment that are brought to the shop for engine maintenance and repairs. The Contractor will collect baseline and post maintenance and repair data, and provide a diagnostic report identifying maintenance procedures and changes in emissions.

## **II. PROJECT SPECIFICATIONS**

### **A. Project Area:**

Project area is to be determined by the bid process, but may include any major metropolitan area in Washington State, or the Vancouver, Washington / Portland, Oregon area.

### **B. Project Period:**

Project start date is the date contract is signed by the AGENCY'S representative, with the signing expected in October 2006. The project end date is June 30, 2007. If funds remain at the end of the contract period, AGENCY may elect to extend the project period.

### **C. Funding:**

For fiscal year 2007, the Department of Ecology has received \$120,000 from the U. S. Environmental Protection Agency (Catalogue of Federal Domestic Assistance #66.605 – Performance Partnership Grants) for this project / study.

### **D. Payment of Funds to Contractor:**

AGENCY shall pay the contractor on a monthly basis for each vehicle tested for the previous month.

### **E. Description of the General Budget Proposed to Support Project:**

<b>Budget Category</b>	<b>Description of Category</b>	<b>Federal Funds</b>
<b>Contractual Services</b>	Project Management, Emissions Testing Training, Emissions Testing, and Reporting.	\$90,000
<b>Diagnostics/ Maintenance</b>	Emissions Study Credit -- Up to \$100 per vehicle credit on maintenance and repair bill to encourage participation of vehicle owners in the project / study.	\$30,000
<b>Total</b>		<b>\$120,000</b>

## **F. Scope of Work:**

Over an eight (8) month study period, the Contractor must provide approximately 250 to 300 diesel vehicles in need of standard engine maintenance and repairs on which the emission testing required in this project / study can be conducted. The vehicles must be at a minimum, Class 4 vehicles (GVW 14,001 – 16,000), with a primary focus on the Class 7 (GVW 26,001 – 33,000) and Class 8 (GVW 33,001 – 150,000).

The actual number of vehicles and project period will be determined by bid. Vehicles in need of other types of mechanical maintenance shall be excluded from this project / study. The Contractor shall conduct a baseline emissions test prior to any engine diagnostic / maintenance and a post diagnostic/maintenance emissions test once all maintenance and repairs are complete.

As an incentive to encourage participation of vehicle owners in the project / study, the AGENCY will pay the Contractor an Emission Study Credit of up to \$100 per participating vehicle. The per vehicle credit will be applied by the Contractor to the participating vehicle owner's maintenance and repair bill. Participating owners with more than one vehicle undergoing emission testing may receive multiple Emissions Study Credits. Maintenance and repair bills totaling less than \$100 per vehicle will result in Emission Study Credits for the actual billing amount.

The Contractor must provide all equipment necessary to conduct emissions tests to quantify tailpipe exhaust for HC, CO, NO, NO<sub>2</sub>, PM, and opacity, and crankcase exhaust for volumetric flow, or blow-by. The testing equipment shall consist of a chassis dynamometer for operating vehicle engines under load, a gas and PM analyzer for quantifying tailpipe emissions, a digital manometer for measuring blow-by, and meteorology equipment for measuring temperature, barometric pressure, and relative humidity. The gas and PM analyzer shall consist of at a minimum, a high-end, shop quality analyzer. The Clean Air Technology, Inc.'s Montana System is an example of an acceptable high-end, shop quality, PM analyzer. The dynamometer will be used to simulate an acceleration mode at a steady speed.

The contracted work includes:

1. Conduct a pre-maintenance / repair baseline test consisting of tailpipe exhaust test for HC, CO, NO, NO<sub>2</sub>, PM, and opacity, and crankcase blow-by.
2. Conduct a post- maintenance / repair test consisting of tailpipe exhaust test for HC, CO, NO, NO<sub>2</sub>, PM, and opacity, and crankcase blow-by.
3. Prepare and provide final summary report for each vehicle.

The accompanying Exhibit A1, EPA's July, 2000 Draft Technical Guidance, "Acceleration Simulation Mode Test Procedures, Emissions Standards, Quality Control Requirements, and Engine Specifications" and Exhibit A2, "Understanding ASM Test Procedures" provide the details for the required test procedures and quality control requirements. AGENCY staff will provide training to the Contractor for testing procedures and quality control.

A summary of the test mode and procedures are as follows:

**Test Mode:** Accelerated Simulation Mode (ASM) 50/15 Mode = Dynamometer load is 50% of the horsepower required to accelerate the vehicle at 3 mph per second @ 15 mph (± 3.0 mph).

**ASM Test Procedure:**

- Vehicle is tested as received, all accessories off; no preconditioning before the test begins.
- The ambient temperature, absolute humidity, and barometric pressure is recorded up to 4 minutes before, or during the test.

- The vehicle temperature gauge, if equipped and operating, shall be checked to assess engine temperature.
- Vehicle shall be running at least 30 seconds prior to the beginning of the drive cycle.
- All horsepower settings are derived from an EPA look-up table that is based on vehicle curb weight +300 lbs, and a specified vehicle speed; i.e. ASM 50/15 - Full sized van with a V8 engine will require approximately 19-20 hp at 15 mph.
- Vehicle loading is accomplished by using a dynamometer Power Absorption Unit (PAU).
- When ambient conditions exceed 72°F, a cooling system blower shall be used. The blower cannot be directed at the catalytic converter. Dynamometer must be warmed up prior to testing.
- Maximum mode length is 90 seconds. The maximum test length is 290 seconds.
- The mode timer shall be reset to zero, and the drive trace restarted, if the vehicle speed falls outside a tolerance of  $\pm 3$  mph for more than 2 consecutive seconds or more than 5 seconds total.
- The vehicle is operated in drive (automatic) or second or third (manual/standard).
- Exhaust dilution; the sum of CO and CO<sub>2</sub> must be equal to at least 6% or the test is voided.
- The dynamometer should allow for a smooth transition during the acceleration period prior to the start of the ASM test.

#### Sampling/Procedures:

##### ASM Exhaust Gas Measurement Calculation (Single Mode 50/15):

- The mode timer starts when the dynamometer speed is  $15 \pm 3$  mph for 5 continuous seconds.
- Analysis and recording of exhaust gas concentrations begins 12 seconds (or sooner if system response time is faster) after the test mode timer starts.
- The maximum mode time is 90 seconds after the mode timer begins.

#### Opacity Sampling Procedures:

A standard J1667 Snap-Idle Test will be performed and those captured readings recorded.

- Idle Mode: The vehicle transmission is placed in Park or Neutral. Once the vehicle has been idling for 15 seconds, capture and record the exhaust idle readings and engine RPM. Sampling duration should not exceed 90 seconds. (The vehicle exhaust emissions must be in a stabilized state before capture occurs.)

### **G. Deliverables:**

On a monthly basis, for each vehicle tested, the Contractor shall prepare a detailed test report that contains vehicle identification number and information, engine diagnostics, emissions tests summaries, types of repairs, and repair costs. The Contractor shall also provide the AGENCY a monthly invoice that details the number of vehicles tested and the total costs for that month's tests.

The Contractor shall provide a test report that at a minimum includes the following information:

Example of Test Form:

License (Number & State)	
Vehicle Identification No.	
Odometer Reading	
Date Tested	
Time Tested	
Ambient Temperature	
Ambient Humidity	
Test Operator	
Vehicle Class	
Vehicle Weight	

	Manufacturer	Type	Year
Body			
Chassis			
Engine			
Transmission			

Emissions Reading	CO2	CO	HC	NOx	PM	Opacity	Blow-by

#### **H. Minority and Women's Business Enterprises**

The State of Washington encourages participation by firms certified by the Office of Minority and Women's Business Enterprises (OMWBE). However, no preference will be included in the evaluation of proposals. Any affirmative action requirements set forth in federal regulations or statutes included or referenced in the contract documents will apply. BIDDERS may contact OWMBE at 360/ 753-9693 to obtain information on certified firms.

#### **I. Cost of Response Preparation**

The AGENCY will not reimburse BIDDERS for any costs associated with preparing or presenting a proposal to this solicitation.

#### **J. Right to Cancel**

The AGENCY reserves the right to cancel or reissue this solicitation at any time without obligation or liability.

#### **K. No Obligation to Buy**

The AGENCY reserves the right to refrain from contracting with any and all BIDDERS. Neither the release of this RFQQ nor the execution of a resulting Contract obligates the AGENCY to make any purchases.

### **III. INSTRUCTIONS TO BIDDERS**

#### **A. Definitions** - As used in this document, the following definitions shall apply.

1. AGENCY - The Department of Ecology is the agency of the State of Washington that is issuing the RFQQ.
2. BID - An offer or proposal to provide goods and/or services to the State in response to formal solicitation.

3. BIDDER - An individual company, corporation, firm or combination thereof submitting a bid to the State of Washington.
4. CONTRACT - An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance and consideration.
5. CONTRACTOR - An individual, company, corporation, firm or combination thereof with whom the State of Washington develops a purchasing agreement or contract for the procurement of goods and/or services.
6. CONTRACTOR'S REPRESENTATIVE - An individual, or individuals designated by the Contractor to act on behalf of the Contractor and with the authority to legally bind the Contractor concerning the terms and conditions set forth in the bid and contract documents.
7. CONTRACT DOCUMENTS - Documents which comprise an entire agreement.
8. ENGINE MAINTENANCE AND REPAIRS - Engine maintenance and repairs include adjusting, calibrating, cleaning, and replacement of components that affect the air/fuel ratio, such as, but not limited to cleaning and replacing injectors, injector timing, repairing or replacing fuel pumps, fuel pump calibration, and valve adjustments.

**B. Schedule of RFQQ Activities**

Issue RFQQ	08/29/06
Hold Mandatory Pre – Bid Conference	09/07/06
Issue Addendum to RFQQ (if applicable)	09/12/06
Bids Due	09/22/06
Evaluate Bids	10/04/06
Announce 'Apparent Successful Contractor' and send notification via email to unsuccessful BIDDERS	10/05/06
Hold debriefing conferences (if requested)	10/09/06
Execute Contract / Begin Work	10/18/06

The AGENCY reserves the right to revise the above schedule.

**C. Preparation of Request for Qualifications and Quotations**

1. Due Date and Time: Sealed and electronic RFQQs must be received at the specified location on or before **2:00 p.m. September 22, 2006.**

Bids shall be submitted to:

<u>By Mail</u>	<u>By Hand</u>	<u>Electronically</u>
Department of Ecology	Department of Ecology	RFQQ Coordinator:
MS 47600	300 Desmond Drive	Mike Boyer
Lacey, WA 98504-7600	Lacey, WA 98504-7600	<a href="mailto:mboy461@ecy.wa.gov">mboy461@ecy.wa.gov</a>
Attn: RFQQ Coordinator:	Attn: RFQQ Coordinator:	
Michael Boyer	Michael Boyer	

2. Format: Bids shall be submitted on the forms provided in this RFQQ, portions of which may be copied if required. Hard-copy bids must be written in blue ink and signed in blue ink by the BIDDER'S authorized representative. Incomplete bids will be rejected unless such omissions do not materially affect the bid itself. **Telegraphic, mailgrams, telex or facsimile bids will not be accepted.**

3. Copies:
  - a. BIDDERS are required to submit five (5) hard-copies of their proposal. One (1) copy must have original signatures and four (4) copies can have photocopied signatures.
  - b. Bidders are also required to send an electronic version of their proposal to the RFQQ Coordinator at [mboy461@ecy.wa.gov](mailto:mboy461@ecy.wa.gov).
4. Prices: Bid prices shall be inclusive of all associated costs and shall remain firm for 60 calendar days after bid opening date.
5. Identification:
  - a. Hard-copy bid(s) must be submitted to the attention of the RFQQ Coordinator in a sealed envelope with the RFQQ number, bid due date and time and the BIDDER'S name and address clearly indicated on the outside.
  - b. Electronic versions must be submitted to the RFQQ Coordinator at [mboy461@ecy.wa.gov](mailto:mboy461@ecy.wa.gov) with the RFQQ number noted in the email subject line.
6. A mandatory pre-bid conference to address contractual requirements will be held at the time and location indicated below. Prospective BIDDERS are required to attend. If changes are needed as a result of the conference, written bid amendments will be issued.

The pre-bid conference will be held on September 7, 2006, from 10:00 AM to 12:00 PM, Lacey Washington time, at Ecology's Headquarters building, 300 Desmond Drive. Lacey, Washington, Room R2B-09 (Ash Room).
7. Rejection of Bids: AGENCY reserves the right to reject all bids received and to decline to contract with any BIDDER if, after review of all submissions, it is in the best interest of AGENCY, to so do.

#### **D. Responsibilities**

BIDDERS shall:

1. Examine and understand the entire document. Clarification may be sought from the RFQQ Coordinator if required. Negligence in preparing a RFQQ does not constitute the right of withdrawal after the due date for submittals.
2. Become familiar with and abide by current federal laws, state and local statutes, regulations and ordinances, which could influence pricing or performance.

#### **E. Inquiries**

All questions related to this RFQQ shall be directed to the RFQQ Coordinator shown below. Unauthorized contact regarding this RFQQ with other state employees may result in disqualification, with the exception of Minority and Women's Business Enterprises.

Michael Boyer,

PO Box 47600

Lacey, WA 98504-7600

e-mail: [mboy461@ecy.wa.gov](mailto:mboy461@ecy.wa.gov)

Phone: 360/ 407-6863

Inquiries shall be in writing and shall reference the appropriate section and paragraph number of this document. Questions received less than ten (10) calendar days prior to the due date of September 22, 2006, may not be considered. Only questions answered by formal written addenda shall be binding. Oral interpretations shall be without legal effect. All addenda to this RFQQ shall be posted at [www.ecy.wa.gov](http://www.ecy.wa.gov) "Contracting Opportunities".

#### **F. Withdrawal or Modification of RFQQ**

1. Prior to submittal: Changes or modifications shall be initialed in blue ink by an authorized company representative.
2. After submittal: At any time prior to the specified due date and time, BIDDER may withdraw the RFQQ if such a request is submitted in writing. Any modifications must be submitted in writing prior to submittal date and time.
3. After submittal due date: No RFQQ shall be altered, amended or withdrawn.

**G. Public Records**

All materials submitted become the property of the State and are a matter of public record.

**H. Contract Formation**

BIDDER'S response to this RFQQ is a firm offer to contract with the State. There will be no best and final offer procedure associated with selecting the apparently successful contractor. BIDDER'S response becomes a contract when officially accepted by the State.

**I. Insurance**

1. General Requirements: The contractor shall, at his/her own expense, obtain and keep in force insurance as follows until completion of the contract. At the time of the RFQQ submittal, the BIDDER shall furnish the RFQQ Coordinator a 'Certification of Insurance' included as Exhibit C. Failure to provide proof of insurance as required will result in rejection of the submitted bid.
2. Specific Requirements:
  - a. Workers Compensation: The Contractor shall certify that his/her operations are covered by Washington State Workers Compensation Fund, including account numbers, if applicable. If self-insured, Contractor shall provide proof of insurance including certificate of qualification number.
  - b. Comprehensive Public Liability:
    - (1) Combined single limit coverage of \$1,000,000.
    - (2) Said insurance policy (ies) shall include the following provisions:
      - (a) The State shall be an additional named insured.
      - (b) The Contractor's policy (ies) shall be primary over any other valid and collectible insurance.
      - (c) A forty-five (45) calendar day written notice shall be given to the State prior to termination of or any material change to the policy (ies) as it relates to this contract, provided that thirty (30) calendar days written notice shall be given for surplus line insurance cancellation; provided further that in the event of cancellation for non payment of premiums, such notice shall not be less than ten (10) calendar days prior to such date.
    - (3) Comprehensive Liability Insurance shall be combined Comprehensive General and Automobile, Public Bodily Injury, Personal, Injury and Property Damage Liability Insurance. The coverage provided shall protect against claims for personal injury, bodily injury, including illness, disease and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor and subcontractor and anyone employed by either.



- (4) The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

**J. Permits and Licenses**

The contractor shall, at his/her own expense, obtain all required licenses and permits to operate and shall provide copies of said permits and licenses to AGENCY within thirty (30) days of contract award.

**K. Contract**

Each BIDDER shall sign and submit with his/her RFQQ the Purchased Services Contract #C0700062 attached as Exhibit B. Upon contractor selection by the State, a fully executed contract will be returned to the apparently successful BIDDER.

**L. Prevailing Wages**

The contractor shall pay prevailing wages to all workers, mechanics and laborers involved in providing services under the contract awarded from this procurement.

Current prevailing wage data may be obtained from the Department of Labor and Industries, Prevailing Wage Section, P.O. Box 44540, Olympia, WA 98504-4540; Phone (360) 956-5335; Fax (360) 956-5300.

The contractor shall complete and file the "Statement of Intent to Pay Prevailing Wages," pay all filing fees, and provide to the State the "Affidavit of Wages Paid" at the completion of the contract as required by the Department of Labor and Industries.

**IV SUBMITTAL CONTENTS**

Hard-copy submittals must be on eight and one-half by eleven (8 1/2 x 11) inch paper. The following documents must be returned with each hard-copy and electronic response and must be completed in the format requested. Proposals must provide information in the same order as presented in this document with the same underlined headings. Failure to do so shall result in rejection of the submitted bid.

Items in this section marked "Mandatory" must be included as part of the RFQQ to be considered responsive; however, these items are not scored. Items marked "Scored / Mandatory" are those that are awarded points as part of the evaluation conducted by the evaluation team.

1. **Letter of Submittal** signed in blue ink by your authorized representative. (Mandatory -- see IV.A.)
2. **Technical Qualifications** (Scored / Mandatory -- see IV.B)
3. **Management / Business Qualifications** (Mandatory -- see IV.C)
4. **Cost Proposal** signed in blue ink by your authorized representative. (Scored / Mandatory -- see IV.D)
5. **Purchased Service Contract No. C0700062** signed in blue ink by your authorized representative. (Mandatory -- see RFQQ, Exhibit B)
6. **Certificate of Insurance** signed in blue ink by your authorized representative. (Mandatory -- see RFQQ, Exhibit C)

7. **Certifications and Assurances** signed in blue ink by your authorized representative.  
(Mandatory – see RFQQ, Exhibit D)

**A. Letter of Submittal (Mandatory)**

The Letter of Submittal must be signed and dated by your authorized representative. Along with introductory remarks, the Letter of Submittal is to include the following information about the Contractor and any proposed subcontractors:

1. Name, address, principal place of business, telephone number, and fax number/e-mail address of legal entity or individual with whom contract would be written.
2. Name, address, and telephone number of each principal officer (President, Vice President, Treasurer, Chairperson of the Board of Directors, etc.).
3. Legal status of the Contractor (sole proprietorship, partnership, corporation, etc.) and the year the entity was organized to do business as the entity now substantially exists.
4. Federal Employer Tax Identification number or Social Security number and the Washington Uniform Business Identification (UBI) number issued by the State of Washington Department of Revenue.
5. Location of the facility from which the Contractor would operate.
6. Identify any State employees or former State employees employed or on the firm's governing board as of the date of the proposal. Include their position and responsibilities within the Contractor's organization. If following a review of this information, it is determined by AGENCY that a conflict of interest exists, the Contractor may be disqualified from further consideration for the award of a contract.

**B. Technical Qualifications (Scored / Mandatory)**

1. **Experience:**
  - a. **Diesel Engine Diagnostic / Repair Experience.** Identify and quantify the diagnostic / repair experience of your technicians.
  - b. **Emissions Testing Experience.** Identify and quantify the emissions testing experience of the technicians who will work on this project.
2. **Number Diesel Engines Maintained / Month.** Identify the monthly average number of diesel engines that receive engine maintenance and repairs from your shop.
3. **Equipment:**
  - a. **Engine Diagnostics Equipment.** Identify the engine diagnostic equipment you propose to use. Include type of equipment, manufacturer and specifications.
  - b. **Emissions Testing Equipment.** Identify the emission testing equipment and chassis dynamometer you propose to use. Include type of equipment, manufacturer and specifications.

**C. Management / Business Qualifications (Mandatory)**

1. **Contracts.** Include a list of contracts the Contractor has had during the last five years that relate to the Contractor's ability to perform the services needed under this RFQQ. List contract reference numbers, contract period of performance, contact persons, telephone numbers, and fax numbers/e-mail addresses. If the Contractor or any subcontractor contracted with the State of Washington during the past 24 months, indicate the name of the AGENCY,

the contract number and project description and/or other information available to identify the contract.

If the Contractor has had a contract terminated for default in the last five years, describe such incident. Termination for default is defined as notice to stop performance due to the Contractor's non-performance or poor performance and the issue of performance was either (a) not litigated due to inaction on the part of the Proposer, or (b) litigated and such litigation determined that the Proposer was in default.

2. References. List names, addresses, telephone numbers, and fax numbers/e-mail addresses of three business references for whom work has been accomplished and briefly describe the type of service provided. The Contractor must grant permission to AGENCY to contact the references. Do not include current AGENCY staff as references. References will be contacted for the top-scoring proposal(s) only.

**D. Cost Proposal / Bid Offer (Scored / Mandatory)**

1. Complete "Quantification of Emission Changes that Result from Diesel Engine Maintenance and Repairs" Cost Proposal / Bid Offer" on page 14 of this RFQQ.

**V EVALUATION AND CONTRACT AWARD.**

**A. Evaluation Procedure**

The evaluation process is designed to award this contract to the Contractor whose proposal best meets the requirements of this RFQQ. However, Contractors are encouraged to submit RFQQs which are consistent with State government efforts to conserve state resources.

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team, to be designated by AGENCY, which will determine the ranking of the proposals. The AGENCY reserves the right to select the proposal that is in the best interest of the AGENCY.

**B. Evaluation Weighing and Scoring**

The following points will be assigned to the proposal for evaluation purposes:

<b>Evaluation Criteria</b>	<b>Maximum Possible Points</b>
1. Experience: <ul style="list-style-type: none"><li>▪ Diagnostics / Repair (Maximum 20 points)</li><li>▪ Emission Testing (Maximum 10 points)</li></ul>	30
2. Average Number of Diesel Engines Maintained per Month	30
3. Equipment <ul style="list-style-type: none"><li>▪ Engine Diagnostics Equipment (Maximum 15 points)</li><li>▪ Emissions Testing Equipment (Maximum 15 points)</li></ul>	30
4. Price per Diesel Emission Test	90
<b>Total Possible Points</b>	<b>180</b>

**C. Notification to BIDDERS**

BIDDERS whose proposals have not been selected for further negotiation or award will be notified via email.

#### **D. Debrief of Unsuccessful BIDDERS**

Upon request, a debriefing conference will be scheduled with an unsuccessful BIDDER. The request for a debriefing conference must be received by the RFQQ Coordinator within three (3) business days after the Notification of Unsuccessful Bid letter is e-mailed to the BIDDER. The debriefing must be held within three (3) business days of the request.

Discussion will be limited to a critique of the requesting BIDDER'S proposal. Comparisons between proposals or evaluations of the other proposals will not be allowed. Debriefing conferences may be conducted in person or on the telephone and will be scheduled for a maximum of one hour.

#### **E. Protest Procedure**

This procedure is available to BIDDERS who submitted a response to this solicitation document and who have participated in a debriefing conference. Upon completing the debriefing conference, the BIDDER is allowed three (3) business days to file a protest of the acquisition with the RFQQ Coordinator. Protests may be submitted by facsimile, but should be followed by the original document.

BIDDERS protesting this procurement shall follow the procedures described below. Protests that do not follow these procedures shall not be considered. This protest procedure constitutes the sole administrative remedy available to BIDDERS under this procurement.

All protests must be in writing and signed by the protesting party or an authorized Agent. The protest must state the grounds for the protest with specific facts and complete statements of the action(s) being protested. A description of the relief or corrective action being requested should also be included. All protests shall be addressed to the RFQQ Coordinator.

Only protests stipulating an issue of fact concerning the following subjects shall be considered:

- A matter of bias, discrimination or conflict of interest on the part of the evaluator.
- Errors in computing the score.
- Non-compliance with procedures described in the procurement document or AGENCY policy.

Protests not based on procedural matters will not be considered. Protests will be rejected as without merit if they address issues such as: 1) an evaluator's professional judgment on the quality of a proposal, or 2) AGENCY'S assessment of its own and/or other agencies needs or requirements.

Upon receipt of a protest, a protest review will be held by the AGENCY. The AGENCY director or an employee delegated by the Director who was not involved in the procurement will consider the record and all available facts and issue a decision within five business days of receipt of the protest. If additional time is required, the protesting party will be notified of the delay.

In the event a protest may affect the interest of another BIDDER that submitted a proposal, such BIDDER will be given an opportunity to submit its views and any relevant information on the protest to the RFQQ Coordinator.

The final determination of the protest shall:

- Find the protest lacking in merit and uphold the AGENCY's action; or
- Find only technical or harmless errors in the AGENCY's acquisition process and determine the AGENCY to be in substantial compliance and reject the protest; or

- Find merit in the protest and provide the AGENCY options which may include:
  - Correct the errors and re-evaluate all proposals, and/or
  - Reissue the solicitation document and begin a new process, or
  - Make other findings and determine other courses of action as appropriate.

If the AGENCY determines that the protest is without merit, the AGENCY will enter into a contract with the apparently successful contractor. If the protest is determined to have merit, one of the alternatives noted in the preceding paragraph will be taken.

**QUANTIFICATION OF EMISSION CHANGES THAT RESULT FROM DIESEL  
ENGINE MAINTENANCE AND REPAIRS  
COST PROPOSAL / BID OFFER  
(Scored / Mandatory)**

Provide prices for this contract as follows:

- A. Pay items at fixed unit prices, including all labor, equipment and materials required as well as project management, training and reporting costs to perform the following identified tasks.
1. Pre and post diesel engine maintenance and repair emission tests, consisting of tailpipe exhaust test for HC, CO, NO, NO<sub>2</sub>, PM, opacity, and crankcase blow-by, on vehicles and equipment that are brought to the shop. -- \$\_\_\_\_\_ per diesel engine emission test.

**Company Name and Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name and title

\_\_\_\_\_  
Date

**RFQQ EXHIBIT B**  
**PURCHASED SERVICES CONTRACT NO. C0700062**  
**BETWEEN**  
**STATE OF WASHINGTON**  
**DEPARTMENT OF ECOLOGY**  
**AIR QUALITY PROGRAM**  
**AND**

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This Contract is made and entered into by and between the State of Washington, DEPARTMENT OF ECOLOGY, hereinafter referred to as the "AGENCY," and the below named firm, hereinafter referred to as "CONTRACTOR,"

Contractor Name  
Address  
City, State & Zip Code  
Phone  
E-mail Address  
Washington State UBI No.  
Federal ID No.

**PURPOSE:**

"Quantification of Emission Changes that Result from Diesel Engine Maintenance and Repairs"

**SCOPE OF WORK**

- A. The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth in the Scope of Work included as Attachment B.
- B. The CONTRACTOR shall produce written reports or other written documents (deliverables) by the timelines and criteria as out lined in the Scope of Work, included as Attachment B.
- C. Exhibit A contains the General Terms and Conditions governing work to be performed under this contract, the nature of the working relationship between the AGENCY and the CONTRACTOR, and specific obligations of both parties

**PERIOD OF PERFORMANCE**

Subject to other contract provisions, the period of performance under this contract will be October 18, 2006, or date of execution whichever is later, through June 30, 2007.

**SOURCE OF FUNDS**

The source for the \$120,000 budget provided by the AGENCY for this project / study is Federal Performance Partnership Grant funds, and is provided to the AGENCY by the U. S. Environmental Protection Agency. The Catalog of Federal Domestic Assistance Number for this funding is 66.605.

**CERTIFICATION REGARDING SUSPENSION, DEPARMENT, AND OTHER RESPONSIBILITY MATTERS**

Federal Executive Order 12549 provides that Executive departments and agencies shall participate in a government-wide system for monitoring suspended, debarred and excluded parties. These departments and agencies have further passed this requirement onto their recipients and have provided pertinent regulations in the Code of Federal Regulations. The CONTRACTOR, by signing this agreement, certifies that is not suspended, debarred or otherwise excluded from contracting with the federal government, or from receiving contracts paid for with federal funds. If the Contractor is unable to certify to the statements contained in the certification, they must provide an explanation as to why they cannot. The web site for checking suspended, debarred or excluded parties is [www.epls.gov](http://www.epls.gov).

## **COMPENSATION AND PAYMENT**

AGENCY shall pay an amount not to exceed \$120,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the Budget included as Attachment C, and in accordance with the following terms:

Payment will be made monthly, upon receipt of a properly completed voucher and is contingent on accurate performance of the duties enumerated herein, based on the rate information stated in the Budget, Attachment C. Voucher forms will be provided by the AGENCY.

## **BILLING PROCEDURES**

AGENCY will pay CONTRACTOR upon receipt of properly completed invoices, using form A19-1A, which shall be submitted to the Contract Manager not more often than monthly. The invoices shall describe and document to the AGENCY'S satisfaction a description of the work performed, the progress of the project, and fees. If expenses are invoiced, provide a detailed breakdown of each type. Any single expenses in the amount of \$50.00 or more must be accompanied by a receipt in order to receive reimbursement.

Payment shall be considered timely if made by the AGENCY within thirty (30) days after receipt of properly completed invoices. Payment shall be sent to the address designated by the CONTRACTOR.

The AGENCY may, in its sole discretion, terminate the contract or withhold payments claimed by the CONTRACTOR for services rendered if the CONTRACTOR fails to satisfactorily comply with any term or condition of this contract.

No payments in advance or in anticipation of services or supplies to be provided under this contract shall be made by the AGENCY.

## **CONTRACT MANAGEMENT**

The Contract Manager for each of the parties shall be the contact person for all communications and billings regarding the performance of this Contract.

Contract Manager for CONTRACTOR is:

Contractor Name  
Address  
City, State & Zip Code  
Phone  
E-mail Address  
Fax:

Contract Manager for AGENCY is:

AGENCY Name	Cheryl Witt
Address	PO Box 47600
City, State & Zip Code	Olympia, WA 98504-7600
Phone	(360) 407-6805
E-mail Address	<a href="mailto:cwit461@ecy.wa.gov">cwit461@ecy.wa.gov</a>
Fax:	(360) 407-7534

## **INSURANCE**

The CONTRACTOR shall provide insurance coverage as set forth in the Request for Qualifications and Quotations # AQ ECY 0703. The intent of the required insurance is to protect the State should there be any claims, suits, actions, costs, damages or expenses arising from any negligent or intentional act or omission of the CONTRACTOR or subcontractor, or agents of either, while performing under the terms of this contract.



CONTRACTOR shall submit to AGENCY at the time the RFQQ is submitted, a Certificate of Insurance which outlines the coverage and limits defined in the Insurance section of the RFQQ. CONTRACTOR shall submit renewal certificates as appropriate during the term of the contract.

### **ASSURANCES**

AGENCY and the CONTRACTOR agree that all activity pursuant to this Contract will be in accordance with all the applicable current federal, state and local laws, rules, and regulations.

### **ORDER OF PRECEDENCE**

Each of the Exhibits listed below is by this reference hereby incorporated into this contract. In the event of an inconsistency in this contract, the inconsistency shall be resolved by giving precedence in the following order:

- Applicable Federal and State of Washington statutes and regulations
- Special Terms and Conditions as contained in this basic contract instrument
- Attachment A – General Terms and Conditions
- Attachment B – Scope of Work
- Attachment C - Budget
- Any other provision, term or material incorporated herein by reference or otherwise incorporated

### **ENTIRE AGREEMENT**

This contract including referenced exhibits represents all the terms and conditions agreed upon by the parties. No other understandings or representations, oral or otherwise, regarding the subject matter of this contract shall be deemed to exist or to bind any of the parties hereto.

### **CONFORMANCE**

If any provision of this contract violates any statute or rule of law of the State of Washington, it is considered modified to conform to that statute or rule of law.

### **APPROVAL**

This contract shall be subject to the written approval of the AGENCY'S authorized representative and shall not be binding until so approved. The contract may be altered, amended, or waived only by a written amendment executed by both parties.

**STATE OF WASHINGTON**  
**DEPARTMENT OF ECOLOGY**

\_\_\_\_\_  
(Contractor Name)

\_\_\_\_\_  
Deputy Director  
Department of Ecology

\_\_\_\_\_  
(Authorized Signer & Title)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM  
Assistant Attorney General

**CONTRACT #C0700062  
ATTACHMENT A  
GENERAL TERMS AND CONDITIONS**

**DEFINITIONS** – As used throughout this contract, the following terms shall have the meaning set forth below:

- A. “Agency” shall mean the DEPARTMENT OF ECOLOGY, of the state of Washington, any division, section, office, unit or other entity of the Agency, or any of the officers or other officials lawfully representing that Agency.
- B. “Agent” shall mean the Director, DEPARTMENT OF ECOLOGY, and/or the delegate authorized in writing to act on the Director’s behalf.
- C. “Contractor” shall mean that firm, provider, organization, individual or other entity performing service(s) under this contract, and shall include all employees of the Contractor.
- D. “Subcontractor” shall mean one not in the employment of the Contractor, who is performing all or part of those services under this contract under a separate contract with the Contractor. The terms “Subcontractor” and “Subcontractors” means Subcontractor(s) in any tier.

**ACCESS TO DATA** – In compliance with chapter 39.29 RCW, the Contractor shall provide access to data generated under this contract to AGENCY, the Joint Legislative Audit and Review Committee, and the State Auditor at no additional cost. This includes access to all information that supports the findings, conclusions, and recommendations of the Contractor’s reports, including computer models and methodology for those models.

**ADVANCE PAYMENTS PROHIBITED** – No payments in advance of or in anticipation of goods or services to be provided under this contract shall be made by the Agency.

**AMENDMENTS** – This contract may be amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

**AMERICANS WITH DISABILITIES ACT (ADA) OF 1990, PUBLIC LAW 101-336, also referred to as the “ADA” 28 CFR Part 35** – The Contractor must comply with the ADA, which provides comprehensive civil rights protection to individuals with disabilities in the areas of employment, public accommodations, state and local government services, and telecommunications.

**ASSIGNMENT** – The work to be provided under this contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

**ATTORNEYS’ FEES** – In the event of litigation or other action brought to enforce contract terms, each party agrees to bear its own attorneys fees and costs.

**CONFIDENTIALITY / SAFEGUARDING OF INFORMATION** – The Contractor shall not use or disclose any information concerning the Agency, or information which may be classified as confidential, for any purpose not directly connected with the administration of this contract, except with prior written consent of the Agency, or as may be required by law.

**CONFLICT OF INTEREST** – Notwithstanding any determination by the Executive Ethics Board or other tribunal, the Agency may, in its sole discretion, by written notice to the Contractor terminate this contract if it is found after due notice and examination by the Agent that there is a violation of the Ethics in Public Service Act, Chapter 42.52 RCW; or any similar statute involving the Contractor in the procurement of, or services under this contract.

In the event this contract is terminated as provided above, the Agency shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of a breach of the contract by the Contractor. The rights and remedies of the Agency provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which the Agent makes any determination under this clause shall be an issue and may be reviewed as provided in the “Disputes” clause of this contract.

**COPYRIGHT PROVISIONS** – Unless otherwise provided, all Materials produced under this contract shall be considered “works for hire” as defined by the U.S. Copyright Act and shall be owned by the Agency. The Agency shall be considered the author of such Materials. In the event the Materials are not considered “works for hire” under the U.S. Copyright laws, Contractor hereby irrevocably assigns all right, title, and interest in Materials, including all intellectual property rights, to the Agency effective from the moment of creation of such Materials.

Materials means all items in any format and includes, but is not limited to, data, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register and the ability to transfer these rights.

For Materials that are delivered under the contract, but that incorporate pre-existing materials not produced under the contract, Contractor hereby grants to the Agency a nonexclusive, royalty-free, irrevocable license (with rights to sublicense others) in such Materials to translate, reproduce, distribute, prepare derivative works, publicly perform, and publicly display. The Contractor warrants and represents that Contractor has all rights and permissions, including intellectual property rights, moral rights and rights of publicity, necessary to grant such a license to the Agency.

The Contractor shall exert all reasonable effort to advise the Agency, at the time of delivery of Materials furnished under this contract, of all known or potential invasions of privacy contained therein and of any portion of such document which was not produced in the performance of this contract. The Agency shall receive prompt written notice of each notice or claim of copyright infringement received by the Contractor with respect to any data delivered under this contract. The Agency shall have the right to modify or remove any restrictive markings placed upon the data by the Contractor.

**COVENANT AGAINST CONTINGENT FEES** – The Contractor warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established agents maintained by the Contractor for the purpose of securing business. The Agency shall have the right, in the event of breach of this clause by the Contractor, to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration or recover by other means the full amount of such commission, percentage, brokerage or contingent fee.

**DISPUTES** – Except as otherwise provided in this contract, when a dispute arises between the parties and it cannot be resolved, either party may request a dispute hearing with the Agency Director or an employee delegated by the Director (Agent). Disputes shall be resolved as quickly as possible.

1. The request for a dispute hearing must:
  - Be in writing;
  - State the disputed issue(s);
  - State the relative positions of the parties;
  - State the Contractor’s name, address, and contract number; and
  - Be mailed to the Agent and the other party’s (respondent’s) Contract Manager within 3 working days after the parties agree that they cannot resolve the dispute.
2. The respondent shall send a written answer to the requester’s statement to both the agent and the requester within 5 working days.
3. The Agent shall review the written statements and reply in writing to both parties within 10 working days. The Agent may extend this period if necessary by notifying the parties.
4. The parties agree that this dispute process shall precede any action in a judicial or quasi-judicial tribunal.

Agency and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this contract which are not affected by the dispute. Both parties agree to exercise good faith in the dispute resolution and to settle disputes prior to using the dispute resolution panel whenever possible.

**GOVERNING LAW** -- This contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

**INDEMNIFICATION** – To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the State of Washington, the Agency, and all officials, agents and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend and hold harmless includes any claim by Contractor's agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

**INDEPENDENT CAPACITY OF THE CONTRACTOR** -- The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Agency. The Contractor will not hold himself/herself out as or claim to be an officer or employee of the Agency or of the State of Washington by reason hereof, nor will the Contractor make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Contractor.

**INDUSTRIAL INSURANCE COVERAGE** – The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. Prior to performing work under this contract, the Contractor shall provide or purchase industrial insurance coverage for the Contractor's employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51RCW during the course of this contract. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

Industrial insurance coverage through the Department of Labor & Industries is optional for sole proprietors, partners, corporate officers and others, per RCW 51.12.020.

**LICENSING, ACCREDITATION AND REGISTRATION** – The Contractor shall comply with all applicable local, state, and federal licensing, accreditation and registration requirements/standards, necessary for the performance of this contract.

**LIMITATION OF AUTHORITY** – Only the Agent or Agent's delegate by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this contract. Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this contract is not effective or binding unless made in writing and signed by the Agent.

**NONCOMPLIANCE WITH NONDISCRIMINATION LAWS** -- In the event of the Contractor's noncompliance or refusal to comply with any nondiscrimination law, regulation, or policy, this contract may be rescinded, canceled or terminated in whole or in part, and the Contractor may be declared ineligible for further contracts with the Agency. The Contractor shall, however, be given a reasonable time in which to cure this noncompliance. Any dispute may be resolved in accordance with the "Disputes" procedure set forth herein.

**NONDISCRIMINATION** – During the performance of this contract, the Contractor shall comply with all federal and state nondiscrimination laws, regulations and policies.

**PRIVACY** – Personal information collected, used or acquired in connection with this contract shall be used solely for the purposes of this contract. Contractor and its subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as provided by law. Contractor agrees to implement physical, electronic and managerial safeguards to prevent unauthorized access to personal information.

The Agency reserves the right to monitor, audit, or investigate the use of personal information collected, used or acquired by the contractor through this contract. The monitoring, auditing or investigating may include but is not limited to “salting” by the Agency. Contractor shall certify return or destruction of all personal information upon expiration of this contract. Salting is the act of placing a record containing unique but false information in a database that can be used later to identify inappropriate disclosure of data contained in the database.

Any breach of this provision may result in termination of the contract and the demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the Agency for any damages related to the Contractor’s unauthorized use of personal information.

For purposes of this provision, personal information includes, but is not limited to, information identifiable to an individual that relates to a natural person’s health, finances, education, business, use or receipt of governmental services, or other activities, names, addresses, telephone numbers, social security numbers, driver license numbers, financial profiles, credit card numbers, financial identifiers and other identifying numbers.

**PUBLICITY** – The Contractor agrees to submit to the Agency all advertising and publicity matters relating to this Contract which, in the Agency’s judgment, “Agency” name can be implied or is specifically mentioned. The Contractor agrees not to publish or use such advertising and publicity matters without the prior written consent of the Agency.

**RECORDS MAINTENANCE** -- The Contractor shall maintain complete financial records relating to this contract and the services rendered including all books, records, documents, magnetic media, receipts, invoices and other evidence relating to this contract and performance of the services described herein, including but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Contractor shall retain such records for a period of six years following the date of final payment. At no additional cost, these records including materials generated under the contract, shall be subject at all reasonable times to inspection, review, or audit by the Agency, the Office of the State Auditor, and federal and state officials so authorized by law, rule, regulation, or agreement.

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

**REGISTRATION WITH DEPARTMENT OF REVENUE** -- The Contractor shall complete registration with the Washington State Department of Revenue and be responsible for payment of all taxes due on payments made under this contract.

**RIGHT OF INSPECTION** -- The Contractor shall provide right of access to its facilities to the Agency, or any of its officers, or to any other authorized agent or official of the state of Washington or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this contract.

**SAVINGS** -- In the event funding from state, federal, or other sources is withdrawn, reduced, or limited in any way after the effective date of this contract and prior to normal completion, the Agency may terminate the contract under the “Termination for Convenience” clause, without the ten day notice requirement, subject to renegotiation at the Agency’s discretion under those new funding limitations and conditions.

SEVERABILITY – The provisions of this contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the contract.

SITE SECURITY – While on Agency premises, Contractor, its agents, employees, or subcontractors shall conform in all respects with physical, fire or other security regulations.

SUBCONTRACTING -- Neither the Contractor nor any Subcontractor shall enter into subcontracts for any of the work contemplated under this contract without obtaining prior written approval of the Agency.

TAXES – All payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Contractor or its staff shall be the sole responsibility of the Contractor.

TERMINATION FOR CAUSE – In the event the Agency determines the Contractor has failed to comply with the conditions of this contract in a timely manner, the Agency has the right to suspend or terminate this Contract. This Agency shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within 3 days, the contract may be terminated. The Agency reserves the right to suspend all or part of the contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action by the Contractor or a decision by the Agency to terminate the contract.

In the event of termination, the Contractor shall be liable for damages as authorized by law including, but not limited to, any cost difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g. cost of the competitive bidding, mailing, advertising and staff time. The termination shall be deemed to be a “Termination for Convenience” if it is determined that the Contractor: (I) was not in default, or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of the Agency provided in this contract are not exclusive and are in addition to any other rights and remedies provided by law.

TERMINATION FOR CONVENIENCE -- Except as otherwise provided in this contract, the Agency may, by 10 days written notice, beginning on the second day after the mailing, terminate this contract, in whole or in part. If this contract is so terminated, the Agency shall be liable only for payment required under the terms of this contract for services rendered or goods delivered prior to the effective date of termination.

TERMINATION PROCEDURES – Upon termination of this contract, the Agency, in addition to any other rights provided in this contract, may require the Contractor to deliver to the Agency any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the “Treatment of Assets” clause shall apply in such property transfer.

The Agency shall pay to the Contractor the agreed upon price, if separately stated, for completed work and services accepted by the Agency, and the amount agreed upon by the Contractor and the Agency for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Agency, and (iv) the protection and preservation of property, unless the termination is for default, in which case the Agency shall determine the extent of the liability of the Agency. Failure to agree with such determination shall be a dispute within the meaning of the “Disputes” clause of this contract. The Agency may withhold from any amounts due the Contractor such sum as the Agency determines to be necessary to protect the Agency against potential loss or liability.

The rights and remedies of the Agency provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a notice of termination, and except as otherwise directed by the Agent, the Contractor shall:

1. Stop work under the contract on the date, and to the extent specified, in the notice;

2. Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the work under the contract that is not terminated;
3. Assign to the Agency, in the manner, at the times, and to the extent directed by the Agent, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Agency has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
4. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Agency to the extent Agency may require, which approval or ratification shall be final for all the purposes of this clause;
5. Transfer title to the Agency and deliver in the manner, at the times, and to the extent directed by the Agency any property which, if the contract had been completed, would have been required to be furnished to the Agency;
6. Complete performance of such part of the work as shall not have been terminated by the Agency; and
7. Take such action as may be necessary, or as the Agency may direct, for the protection and preservation of the property related to this contract which is in the possession of the Contractor and in which the Agency has or may acquire an interest.

#### TREATMENT OF ASSETS

- A. Title to all property furnished by the Agency shall remain in the Agency. Title to all property furnished by the Contractor, for the cost of which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Agency upon delivery of such property by the Contractor. Title to other property, the cost of which is reimbursable to the Contractor under this contract, shall pass to and vest in the Agency upon (i) issuance for use of such property in the performance of this contract, or (ii) commencement of use of such property in the performance of this contract, or (iii) reimbursement of the cost thereof by the Agency in whole or in part, whichever first occurs.
- B. Any property of the Agency furnished to the Contractor shall, unless otherwise provided herein or approved by the Agency, be used only for the performance of this contract.
- C. The Contractor shall be responsible for any loss or damage to property of the Agency which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain and administer that property in accordance with sound management practices.
- D. If any Agency property is lost, destroyed or damaged, the Contractor shall immediately notify the Agency and shall take all reasonable steps to protect the property from further damage.
- E. The Contractor shall surrender to the Agency all property of the Agency prior to settlement upon completion, termination or cancellation of this contract.
- F. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

WAIVER – Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this contract unless stated to be such in writing and signed by the Agency.

**CONTRACT #C0700062  
ATTACHMENT B  
SCOPE OF WORK**

Over an eight (8) month project / study period, the CONTRACTOR must provide approximately 250 to 300 diesel vehicles in need of standard engine maintenance and repairs on which the emission testing required in this project / study can be conducted. The vehicles must be at a minimum, Class 4 vehicles (GVW 14,001 – 16,000), with a primary focus on the Class 7 (GVW 26,001 – 33,000) and Class 8 (GVW 33,001 – 150,000).

The actual number of vehicles and project period will be determined by bid. Vehicles in need of other types of mechanical maintenance shall be excluded from this project / study. The CONTRACTOR shall conduct a baseline emissions test prior to any engine diagnostic / maintenance and a post diagnostic/maintenance emissions test once all maintenance and repairs are complete.

As an incentive to encourage participation of vehicle owners in the project / study, the AGENCY will pay the Contractor an Emission Study Credit of up to \$100 per participating vehicle. The per vehicle credit will be applied by the Contractor to the participating vehicle owner's maintenance and repair bill. Participating owners with more than one vehicle undergoing emission testing may receive multiple Emissions Study Credits. Maintenance and repair bills totaling less than \$100 per vehicle will result in Emission Study Credits for the actual billing amount.

The CONTRACTOR must provide all equipment necessary to conduct emissions tests to quantify tailpipe exhaust for HC, CO, NO, NO<sub>2</sub>, PM, and opacity, and crankcase exhaust for volumetric flow, or blow-by. The testing equipment shall consist of a chassis dynamometer for operating vehicle engines under load, a gas and PM analyzer for quantifying tailpipe emissions, a digital manometer for measuring blow-by, and meteorology equipment for measuring temperature, barometric pressure, and relative humidity. The gas and PM analyzer shall consist of at a minimum, a high-end, shop quality analyzer. The Clean Air Technology, Inc.'s Montana System is an example of an acceptable high-end, shop quality, PM analyzer. The dynamometer will be used to simulate an acceleration mode at a steady speed.

The contracted work includes:

1. Conduct a pre-repair / maintenance baseline test consisting of tailpipe exhaust test for HC, CO, NO, NO<sub>2</sub>, PM, and opacity, and crankcase blow-by.
2. Conduct a post-repair / maintenance test consisting of tailpipe exhaust test for HC, CO, NO, NO<sub>2</sub>, PM, and opacity, and crankcase blow-by.
3. Prepare and provide final summary report for each vehicle.

The accompanying RFQQ, Exhibit A1, EPA's July, 2000 Draft Technical Guidance, "Acceleration Simulation Mode Test Procedures, Emissions Standards, Quality Control Requirements, and Engine Specifications" and Exhibit A2, "Understanding ASM Test Procedures" provide the details for the required test procedures and quality control requirements. AGENCY staff will provide training to the CONTRACTOR for testing procedures and quality control.

1. A summary of the test mode and procedures are as follows:
  - a. Test Mode: Accelerated Simulation Mode (ASM) 50/15 Mode = Dynamometer load is 50% of the horsepower required to accelerate the vehicle at 3 mph per second @ 15 mph ( $\pm$  3.0 mph).
  - b. ASM Test Procedure:
    - Vehicle is tested as received, all accessories off; no preconditioning before the test begins.
    - The ambient temperature, absolute humidity, and barometric pressure is recorded up to 4 minutes before, or during the test.
    - The vehicle temperature gauge, if equipped and operating, shall be checked to assess engine temperature.



- Vehicle shall be running at least 30 seconds prior to the beginning of the drive cycle.
- All horsepower settings are derived from an EPA look-up table that is based on vehicle curb weight +300 lbs, and a specified vehicle speed; i.e. ASM 50/15 - Full sized van with a V8 engine will require approximately 19-20 hp at 15 mph.
- Vehicle loading is accomplished by using a dynamometer Power Absorption Unit (PAU).
- When ambient conditions exceed 72°F, a cooling system blower shall be used. The blower cannot be directed at the catalytic converter. Dynamometer must be warmed up prior to testing.
- Maximum mode length is 90 seconds. The maximum test length is 290 seconds.
- The mode timer shall be reset to zero, and the drive trace restarted, if the vehicle speed falls outside a tolerance of  $\pm 3$  mph for more than 2 consecutive seconds or more than 5 seconds total.
- The vehicle is operated in drive (automatic) or second or third (manual/standard).
- Exhaust dilution; the sum of CO and CO<sub>2</sub> must be equal to at least 6% or the test is voided.
- The dynamometer should allow for a smooth transition during the acceleration period prior to the start of the ASM test.

c. Sampling/Procedures:

ASM Exhaust Gas Measurement Calculation (Single Mode 50/15):

- The mode timer starts when the dynamometer speed is  $15 \pm 3$  mph for 5 continuous seconds.
- Analysis and recording of exhaust gas concentrations begins 12 seconds (or sooner if system response time is faster) after the test mode timer starts.
- The maximum mode time is 90 seconds after the mode timer begins.

d. Opacity Sampling Procedures:

A standard J1667 Snap-Idle Test will be performed and those captured readings recorded.

- Idle Mode: The vehicle transmission is placed in Park or Neutral. Once the vehicle has been idling for 15 seconds, capture and record the exhaust idle readings and engine RPM. Sampling duration should not exceed 90 seconds. (The vehicle exhaust emissions must be in a stabilized state before capture occurs.)

**Deliverables:**

On a monthly basis, for each vehicle tested, the CONTRACTOR shall prepare a detailed test report that contains vehicle information, engine diagnostics, emissions tests summaries, types of repairs, and repair costs. The CONTRACTOR shall provide the AGENCY a monthly invoice that details the number of vehicles tested and the total costs for that month's tests.

The CONTRACTOR shall provide a test report that at a minimum includes the following information:

**Example of Test Form:**

License (Number & State)	
Vehicle Identification Number	
Odometer Reading	
Date Tested	
Time Tested	
Ambient Temperature	
Ambient Humidity	
Test Operator	
Vehicle Class	
Vehicle Weight	

	Manufacturer	Type	Year
Body			
Chassis			
Engine			
Transmission			

Emissions	CO2	CO	HC	NOx	PM	Opacity	Blow-by
Reading							

**CONTRACT #C0700062  
ATTACHMENT C  
BUDGET**

<b>Budget Category</b>	<b>Description of Category</b>	<b>Federal Funds</b>
<b>Contractual Services</b>	Project Management, Emissions Testing Training, Emissions Testing, and Reporting.	\$ _____ per vehicle, not to exceed \$90,000
<b>Diagnostics/ Maintenance</b>	Emissions Study Credit -- Up to \$100 per vehicle credit on maintenance and repair bill to encourage participation of vehicle owners in the project / study.	\$30,000
<b>Total</b>		<b>\$120,000</b>

**RFQQ #AQ ECY 0703**  
**EXHIBIT C**

<b>CERTIFICATE OF INSURANCE</b>					<b>Issue Date:</b>	
<b>PRODUCER:</b>			THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.			
<b>INSURED:</b>			<b>COMPANIES AFFORDING COVERAGE</b>			
			Company A			
			Company B			
			Company C			
			Company D			
<b>COVERAGES:</b>						
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND COINDITIONS OF SUCH POLICIES.						
CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRER DATE	<b>ALL LIMITS IN THOUSANDS</b>	
A	<b>GENERAL LIABILITY:</b> <input type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR. <input type="checkbox"/> OWNERS & CONT.'S PROT <input type="checkbox"/> CONTRACTUAL				GENERAL AGGREGATE \$ PRODUCTS-COMP/OPS AGGREGATE \$ PERSONAL & ADVERTISING INJURY \$ EACH OCCURRENCE \$ FIRE DAMAMGE (ANY ONE FIRE) \$ MEDICAL EXPENSE (ANY ONE PERSON) \$	
A	<b>AUTOMOBILE LIABILITY:</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ BODILY INJURY (PER PERSON) \$ BOIDLY INJURY (PER ACCIDENT) \$ PROPERTY DAMAGE \$	
A	<b>EXCESS LIABILITY:</b> <input type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBR FORM				EACH OCCURRENCE \$	AGGREGATE \$
A	<b>WORKERS COMP &amp; EMPLOYERS LIABILITY:</b> <input type="checkbox"/> WORKER'S COMP <input type="checkbox"/> EMPLOYERS' LIABILITY				STATUTORY \$	
	<b>OTHER:</b>					
<b>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS:</b> <i>State of Washington, Department of General Administration, is named as additional insured. Cross liability insurance is included under General Liability and Auto Liability coverages.</i>						
<b>CERTIFICATE HOLDER:</b>			<b>CANCELLATION:</b>			
State of Washington Department of General Administration P O Box 41000 Olympia WA 98504-10000			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 45 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL NOT IMPOSE OBLIGATION OR LIABILITY OF ANY KIND UPON THE STATE, ITS AGENTS OR REPRESENTATIVES.			
			<b>AUTHORIZED REPRESENTATIVE:</b>			

**RFQQ #AQ ECY 0703**  
**EXHIBIT D**  
**CERTIFICATIONS AND ASSURANCES**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

I/we declare that all answers and statements made in the proposal are true and correct.  
The prices and/or cost data have been determined independently, without consultation, communication, or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.

The attached proposal is a firm offer for a period of 60 days following receipt, and it may be accepted by the AGENCY without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.

In preparing this proposal, I/we have not been assisted by any current or former employee of the state of Washington whose duties relate (or did relate) to this proposal or prospective contract, and who was assisting in other than his or her official, public capacity. (Any exceptions to these assurances are described in full detail on a separate page and attached to this document.)

I/we understand that the AGENCY will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the AGENCY, and I/we claim no proprietary right to the ideas, writings, items, or samples, unless so stated in this proposal.

Unless otherwise required by law, the prices and/or cost data which have been submitted have not been knowingly disclosed by the BIDDER and will not knowingly be disclosed by him/her prior to opening, directly or indirectly to any other BIDDER or to any competitor.

I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached sample contract and general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to this document.

No attempt has been made or will be made by the BIDDER to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

I/we grant the AGENCY the right to contact references and others, who may have pertinent information regarding the BIDDER'S prior experience and ability to perform the services contemplated in this procurement.

I/we certify by signing below the BIDDER we are not suspended, debarred or otherwise excluded from contracting with the Federal Government, or from receiving contracts paid for with federal funds.

On behalf of the firm submitting this proposal, my name below attests to the accuracy of the above statements.

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Signature of BIDDER

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Title

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Date